

Amendment 227

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 227 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 17th day of December, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to add two (2) additional customer call "reasons" to the Call Center Website (CCW). This work is more fully described in Change Request CR-072051 *Add Call Center Reason Codes*.
- C. The Parties agree that the Work necessary to amend the CCW reason codes will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to develop, test and implement the addition of two (2) new reason code descriptions on the CCW. The purpose of this work is to refine the specificity by which the Agencies can track the reasons why customers contact the ORCA system for assistance. Such work will include the following:
- (a) Change the values used in the CCW for call reasons as follows:
 - i. Add "Investigation" as a call reason
 - ii. Add "Cash Adjustment" as a call reason
 - (b) Display the new call reasons described in item (a) above as options for call logging on the CCW
 - (c) Ensure the new call reasons described in item (a) above are available for reporting along with all currently reported call reasons
 - (d) Test the modifications made in 1.1 (a), (b) and (c) above
- 1.2 The Contractor will update all affected system documentation to include SEA-01539 ORCA Call Center Website Functional Specification

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed with Maintenance Release 21 by March 15, 2012, which is the currently anticipated Promote to Production date, or an alternate date as agreed by the Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

| |
|--------------------------|
| LUMP SUM COST |
|--------------------------|

Amendment No. 220

| | |
|---|--|
| The Contractor will perform the work necessary to add two new call reason codes to the CCW. | |
|---|--|

| | |
|--------------|--|
| TOTAL | |
|--------------|--|

| | |
|--|----------------|
| | \$3,612 |
|--|----------------|

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Twenty-seven shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager

Date: 12/14/12

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies

Date: Dec. 17, 2012